

February 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONVEYANCE OF COUNTY SURPLUS REAL PROPERTY TO THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
CANYON COUNTRY LIBRARY, 18536 SOLEDAD CANYON ROAD,
SANTA CLARITA (FIFTH) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the County real property as legally described in the attached Exhibit "A" is not required for County purposes.
2. Make a finding that the conveyance of this property is categorically exempt under the California Environmental Quality Act (CEQA).
3. Approve the conveyance of this property to the William S. Hart Union High School District (District) for the amount of \$350,000.
4. Approve and instruct the Chair to execute the attached Purchase and Sale Agreement and Quitclaim Deed, both of which have been approved as to form by County Counsel.
5. Authorize the Chief Administrative Office (CAO) to execute any other documents necessary to complete the sale transaction, upon approval by County Counsel.
6. Instruct the Auditor-Controller to deposit the sale proceeds into the appropriate Library Fund as instructed by the CAO.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to convey title to the surplus real property shown on the attached map from the County to the District.

On November 13, 2001, your Board approved a 20-year lease from the City of Santa Clarita for a new library facility known as the Canyon Country - Jo Anne Darcy Library. This new facility which was larger and more accommodating to the public needs was opened that same month at which time the old library at 18536 Soledad Canyon Road was vacated and determined to be surplus to the Public Library Department's needs. The Department of Regional Planning and its Commission also determined that the County has no present or foreseeable need for this property.

The District notified the County that it has a need for the property to provide special adult and other various education programs to the community.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we manage effectively the resources that we have. The sale of surplus real property to another public agency to fill a public need is consistent with that goal.

FISCAL IMPACT/FINANCING

The District has executed a Purchase and Sale Agreement to pay the County \$350,000 in five equal annual installments plus interest at the rate of 6 percent commencing July 1, 2003. The proceeds from the sale will be deposited in the appropriate Library Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The property is being conveyed subject to a deed restriction limiting the use to educational

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purposes. Any other use will trigger an automatic reversion of the property back to the County.

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In consideration for the District's agreement to limit the use of the property to educational purposes and a reversionary right being granted to the County, the purchase price has been discounted by 50 percent from the appraised fair market value of the property as determined by the valuation staff of the CAO.

The property consists of approximately 22,500 square feet of land and is improved with a one-story, masonry structure containing approximately 5,050 square feet which was built in 1970.

The property is zoned C-3 (Commercial, City of Santa Clarita) and has a highest and best use for various commercial, retail and business purposes.

The new library located at 18601 Soledad Canyon Road currently consists of 12,500 square feet of building space which is being leased from the City of Santa Clarita for the annual rent of \$1.00 which includes 20 paved parking spaces.

The conveyance of the old library property to the District is authorized by Section 25365 of the California Government Code, and notification of your Board's intended action has been published in compliance with Government Code Section 6061.

The office of County Counsel has approved all documents as to form and the County's title as a saleable interest.

ENVIRONMENTAL DOCUMENTATION

This activity is categorically exempt under Class 12 of the State CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on those library services provided by the County since such services are being provided by a larger more modern library in the immediate neighborhood.

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CONCLUSION

The Executive Officer/Board of Supervisors is requested to return to the CAO, Real Estate Division, one stamped copy of this adopted Board letter, a copy of the published Notice of Intention, and the original of all documents submitted for execution by the Chairman.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CWW:GM:pe

Attachments (3)

c: County Counsel
Assessor
Auditor-Controller
Public Library

HartHS-CCLibrary.b

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2002, by and between **COUNTY OF LOS ANGELES** ("Seller"), and the William S. Hart Union High School District ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. **RECITALS.** This Agreement is made with respect to the following facts which each party agrees are true and correct:

a) Seller is the owner of certain real property located at 18536 Soledad Canyon Road in the City of Santa Clarita, County of Los Angeles, State of California, hereinafter referred to as the "Property".

b) Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is Three Hundred Fifty Thousand Dollars (\$350,000.00), payable by Buyer to Seller in five equal installments of \$70,000 each plus interest at the rate of six percent (6%) annually, commencing July 1, 2003 (see attached schedule). Payments will be by check made payable to the County of Los Angeles. Buyer shall execute a Note and Deed of Trust in favor of Seller to secure this Purchase Price in accordance with the terms as set forth herein.

3. **Costs.** All costs and expenses of this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

4. **Conveyance.** Seller shall convey the Property to Buyer by Quitclaim Deed, subject to: a) All taxes, interest, penalties and assessments of record, if any; and b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Seller shall convey the Property upon approval by the County Board of Supervisors.

5. **Restriction.** The property is being sold subject to an express condition to be included in the deed that the property so conveyed will be used only for educational purposes, and that if said property or any portion thereof is used for any other purposes, all right, title and interest in and to said property shall revert to the County of Los Angeles without the necessity of any affirmative action on the part of the County to assert any rights in the property.

6. Recording. Seller shall upon approval of the sale by the Board of Supervisors, prepare a Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

Buyer upon demand by Seller shall pay Seller the recording taxes and charges as set forth in Paragraph No.3, and Seller shall present the Deed for recording to the Los Angeles County Recorder. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder.

7. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that Condition.

8. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed by Seller on behalf of Buyer.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Carlos Brea, Manager
Property Management

Buyer: William S. Hart Union High School District
212515 Redview Drive
Santa Clarita, CA 91350-2948

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Severability. In the event any portion of this Agreement shall be declared by any court or competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

16. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

18. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By  _____

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

"SELLER"

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer, Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By  _____

Deputy

saleagmt clarita

Purchase_sale_elmonte_agrmnt

RECORDING REQUESTED BY & MAIL TO
NAME _____
STREET _____
CITY _____

Space above this line for Recorder's use _____

QUITCLAIM

DEED

DOCUMENTARY TRANSFER TAX \$
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

..... Signature
of Declarant or Agent determining tax. Firm Name

For valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES, a body corporate and politic**, does hereby surrender, quitclaim and release to:

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

all of the COUNTY'S right, title and interest in and to the described real property, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

Said real property is located in the City of Santa Clarita, County of Los Angeles, State of California and is described in the attached "Exhibit A" incorporated by reference herein as set forth in full.

TAX PARCEL: 2803-028-900

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The express condition that the property so conveyed will be used only for educational purposes, and that if said property or any portion thereof is used for any other purposes, all right, title and interest in and to said property shall revert to the County of Los Angeles without the necessity of any affirmative action on the part of the County to assert any rights in the property.

Dated _____

COUNTY OF LOS ANGELES

Sale of surplus County owned property

REM Sale No _____ Date of Sale _____
File No _____ Parcel _____
Synopsis No _____ Date _____
Supervisory District No. _____

By.....
Yvonne Brathwaite Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 20__, the facsimile signature of _____, Mayor of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Mayor of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____

Deputy

(deed) hart

EXHIBIT "A"

**CANYON COUNTRY LIBRARY
18538 Soledad Canyon Road**

Legal Description

Parcel 1 of Parcel Map No. 1853 as shown on map filed in Book 36, Page 89 of Parcel Maps in the office of the Registrar-Recorder of the County of Los Angeles.

4N., R. 15W

RIDGE

F.M. 20254-5

R=11500

R=1200

SOLEDAD CANYON

N. 71° 45' 05" E

RD

S. 0° 04' 50" E.
34.41
S. 35° 42' 39" E.
15.82

14

210
900
COUNTY
22.59
100

12

6
Por.

16

11.22± Ac.

N. 00° 02' E.
N. 0° 00' 50" E. (Per Deed)

Storm Drain Easement

N. 20° 29' 11" E

F.M. 11261-3



Bdry In. of
#2627, 1-17-62
see Detail
58.30
21.21

R=1275 225.59, 40

SIERRA

SUBJECT PROPERTY



SALE OF SURPLUS COUNTY PROPERTY TO THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT